



CITY OF BUFFALO
NEW YORK

TRAFFIC VIOLATIONS AGENCY, PARKING VIOLATIONS BUREAU, BUREAU OF ADMINISTRATIVE
ADJUDICATION
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202
PHONE (716) 851-5222 FAX (716) 851-5231

**REQUEST FOR PROPOSALS
FOR**

CASE MANAGEMENT SYSTEM

FOR THE

CITY OF BUFFALO

DATE ISSUED: May 5, 2021

Questions accepted via email until: (May 21, 2021)

Questions with Answers posted to City website: (May 28, 2021)

RFP SUBMISSION DATE: (June 17, 2021)

SECTION 1 -- INTRODUCTION

The City of Buffalo, through its Traffic Violations Agency, Parking Violations Bureau, and Bureau of Administrative Adjudication (hereinafter "The City") has issued this Request for Proposals (hereinafter "RFP") seeking proposals for replacement of the current case management systems ("CMS") with a central CMS to be used interdepartmentally.

The City intends to award a contract to the Offeror whose proposal is deemed to be in the best interest of the taxpayers. The successful Offeror must possess a demonstrative record of providing a high quality product, with exceptional customer service and support. More specifically, the successful Offeror must possess proven experience in court management technology and software and must demonstrate a commitment to continuous improvement of their product and services. All software and equipment proposed must meet or exceed the specifications set forth in this RFP.

The City is interested in implementing a state-of-the-art CMS to support efficient and effective workflow and business operations in support of all pre-adjudication, adjudication, and post adjudication functions and processes. The scope of this project includes project management, analysis, design/configuration management, interface development, implementation, testing, training, documentation, and post-implementation support.

The City intends, through the issuance of this RFP and the evaluation of responsive proposals, to select an effective, thorough response that satisfies the software and other requirements for a CMS

SECTION 2 -- INSTRUCTIONS TO OFFERORS

1. General Invitation

The City invites all interested parties to submit proposals for the services described herein.

The Parking Department will receive all proposals in person or via mail by no later than **June 17, 2021 at 11:00 am** EST. All proposals shall be sealed, clearly labeled on the front of the package **"TRAFFIC/PARKING/AA CASE MANGEMENT SOFTWARE** and delivered to:

**City of Buffalo
Parking Department
65 Niagara Square, Room 111 City Hall
Buffalo, New York 14202**

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this RFP. Submission of proposals via telephone, facsimile, e-mail or any other method not specifically provided for herein is prohibited. Proposals must be completed in accordance with the requirements of the RFP. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by an Offeror may void their proposal and eliminate their proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed to be non-responsive will be eliminated from consideration.

The City shall not be responsible for any expenses or charges incurred by an Offeror in preparing or submitting a proposal, or in their providing any additional information considered necessary by the City in the evaluation of their proposal.

2. *Proposed Schedule*

Listed below is the anticipated target dates and relevant times by which actions related to this RFP will be completed. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at www.city-buffalo.com/bids.

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	May 5, 2021
Written Questions from Offerors due	May 21, 2021
Responses to Questions posted on City website	May 28, 2021
Proposals Due by 11:00 AM	June 17, 2021
Target Award Date:	July 31, 2021

Please be advised that proposals submitted in response to this solicitation will be opened in accordance with Governor Andrew M. Cuomo's Executive Orders which provide, among other things, for the temporary suspension or modification of General Municipal Law §103(2) "to the extent necessary to allow the non-public opening of bids; provided, however, that, where practical, public entities shall record or live stream bid openings so that the public has the opportunity to view such bid openings."

Proposals will be opened by City of Buffalo representatives on Thursday June 17, 2021 at 11:00 **am**. Due to the ongoing COVID-19 global pandemic, in-person attendance at the opening will not be permitted; however, proposals will be opened via video/phone conference call (i.e. via Zoom Meeting or WebEx). Offerors choosing to do so may view the public opening by emailing Davis Hough at dhough@buffalony.gov before **Wednesday June 16, 2021 at 4:00 pm** to be added to the meeting invitation. A meeting invitation will be sent by Thursday June 17, 2021 at 9:00 am to all that requested to be added.

3. *Requests for Proposals Review, Additional Information and Questions*

Each Offeror is responsible for carefully examining the RFP and thoroughly familiarizing themselves with each of the City's requirements prior to their submission of a proposal to ensure that their responses are in compliance with the solicitation.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to perform such investigations and examinations shall not relieve the Offeror from its obligation to comply, in every detail, with all of the provisions and requirements contained in the RFP.

Questions regarding the Requests for Proposals shall be directed to the City's designee only. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only. No other communications with the City's designee regarding the RFP are permitted during the procurement period.

All questions, requests for clarification or additional information must be sent by email to dhough@buffalony.gov and must be received no later than **4:00pm, May 21, 2021**. The subject line must identify the RFP by title. Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.

Questions received from all Offerors will be answered and shared with all Offerors via the City's website at www.city-buffalo.com/bids. No other officers, employees, or representatives of the City are to be contacted regarding RFP. The City accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

Offerors are solely responsible for ensuring the City has a current address, e-mail address and telephone number on file for the Offeror. It is the responsibility of all Offerors to check the City of Buffalo website for any updates.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

4. *Addendums and Modifications*

The City reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations will be made in writing and posted on the City's website at www.city-buffalo.com/bids. In addition, the City may mail or fax such changes to all who are known by the City to have received the RFP. It is the sole responsibility of the Offeror to ensure that the City has accurate contact information and to review the website for any such addendums, amendments, interpretations and/or modifications.

All addendums amendments, interpretations and/or modifications shall be incorporated as part of the RFP as though they were originally set forth. No addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of proposals, except an addenda withdrawing the RFP, or addenda for postponement of the due date and/or time. The City does not assume any responsibility for the receipt of information sent to any Offeror.

Any information supplied by the City relative to this RFP must be considered in preparing proposals. All other contacts that a Offeror may have had before or after receipt of this RFP with any individuals, employees, subcontractors, consultants or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

5. *Proposal Format*

Offerors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause their proposal to be rejected. Offeror must provide information in the appropriate areas throughout the RFP. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

Five (5) copies of the proposal, one (1) original and four (4) copies must be prepared on 8" X 11" letter sized paper using a font no smaller than 11-point with one-inch margins, printed double-sided, and bound on the long side. One (1) CDRom or flash drive containing an Adobe Portable Document Format (PDF) version of all proposed material must also be provided. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and unchanged for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract. In addition, the Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

In the event that an Offeror cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Offeror's letterhead and submitted with the proposal. Offerors are cautioned that such non-compliance may result in disqualification of their proposal, at the sole discretion of the City. No allowance will be made for un-noted non-compliance of any kind by the Offeror.

6. *Required Content*

a) *Cover Letter*

All Offerors or their authorized representatives shall prepare and sign a cover letter, not to exceed two (2) pages in length, which bears the signature of an authorized representative of the Offeror and designates by name(s) not more than two (2) individuals authorized to negotiate and sign a contract with the City of Buffalo on behalf of the prime contractor.

Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in the RFP and their proposal. The cover letter must explain the Offeror's understanding of the City's intent and objectives, and how the Offeror proposes to achieve those objectives. It must discuss the Offeror's plan for implementing and monitoring the described services, including any proposed approach to project management, strategies, and any additional factors that may be beneficial to the City in achieving its' goals.

This letter of transmittal must also briefly set forth any particular information the proposer wishes to bring to the City's attention. This should include, for example, any alternatives for which the Offeror is making proposals as well as any product demonstrations the Offeror would like to make relevant to the requirements of the RFP.

b) Company Profile

Each Offeror is required to prepare and submit a brief description of the Offeror's firm, company, or corporation, which must include:

1. Name, mailing address, email address, telephone number, and fax number of the primary contact person for firm;
2. A brief description of the Offeror, including but not limited to the Offeror's history; number of years in business; size; office locations;
And any Joint Venture Partners
 - a) Workforce: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women;
 - b) Community Involvement: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises;
 - c) Offeror Policies: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities
3. A copy of any resolution or some other form of authority, signed by a Chief Executive Officer, corporate secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the Offeror;
4. Financial details demonstrating your firm's financial capacity to undertake and complete the project.

Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

1. Title and reporting responsibility;
2. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
3. Pertinent areas of expertise and past experience;
4. Base location (local facility, as applicable);
5. Curriculum vitae and corporate personnel profiles that describe the individual's overall experience and expertise.

c) References

Each Offeror must provide references from at least three (3) government customers of comparable size as or larger than the City of Buffalo, where their services and software have been successfully implemented and installed and have been in use for at least five (5) years.

References must identify staff members who worked on each project, budget, schedule, and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client's reference:

1. Client name, address, contact person name, telephone number, and fax number;
2. Description of services provided similar to the services outlined in this RFP;
3. Nature and extent of Offeror's involvement as the prime contractor;
4. Identify services if any, subcontracted, and to what other company;
5. Total dollar value of the contract;
6. Contract term (start and expiration).

The City may solicit relevant information concerning Offeror's record of past performances from previous clients, or any other available sources.

SECTION 3 -- SCOPE OF PROPOSAL

The City, through the Buffalo Traffic Violations Agency ("BTVA"), Parking Violations Bureau, and the and the Bureau of Administrative Adjudications requests proposals from qualified individuals and entities authorized to do business in the State of New York for the products and services described herein.

The selected CMS shall provide all functionality necessary to manage, document status, and support all case types handled by the Court. The new CMS functionality shall support all Court staff actions and activities, as well as provide the necessary data integration capabilities to support information sharing with other Public Safety organizations, including, but not limited to the New York Office of Court Administration (OCA), New York State Department of Motor Vehicles (DMV), the Erie County Clerk's Office. Brand names used in this RFP are for descriptive purposes only. All proposals and brand names that meet the needs of the City will be considered

All proposals should describe the ideal hardware, software and network communications resources required to optimally run the proposed software solution for operational efficiency. If the Offeror has experience with or preference for specific hardware/software/communications combinations, please describe these.

The City may require a product demonstration.

(A) Background Information

1. City of Buffalo Traffic Violations Agency

In 2015, the City of Buffalo established a Traffic Violations Agency (“BTVA”) pursuant to Section 374 of the New York State General Municipal Law. BTVA has primary jurisdiction over all non-criminal moving Vehicle and Traffic Law violations within the City of Buffalo. Summonses issued for alleged non-criminal moving violations are issued returnable to the BTVA. The BTVA does not have jurisdiction over offenses which do not specifically involve the operation of a motor vehicle. The establishment of the BTVA is intended to improve the public safety of City residents, increase revenue for the City and to assist the Buffalo City Court in administering and disposing of traffic infractions.

2. The Bureau of Administrative Adjudication

The City of Buffalo established the Bureau of Administrative Adjudication (“AA”) pursuant to Article 14-BB Section 380 of the New York State General Municipal Law. AA has jurisdiction to hear and determine charges of municipal code violations within the City of Buffalo. Summonses issued are returnable to AA. AA does not have jurisdiction over municipal code violations filed with the Buffalo City Court. The establishment of AA was intended to improve the public health, safety and welfare of City residents and to lessen the burden on Buffalo City Court by citing lesser violations through AA.

3. City of Buffalo Parking Violations Bureau

The City of Buffalo established the Parking Violation Bureau (PVB) pursuant to Article II, section 235 of New York State Vehicle and Traffic Law. PVB has the jurisdiction to issue parking tickets, adjudicate issued tickets, tow illegally parked vehicles, among other duties. PVB does not have the authority to issue moving violations or code violations. The establishment of PVB was intended to ensure that vehicles parked on City streets are obeying the City laws and provides a process for violators to contest any tickets they believe were issued in error.

4. City’s Current Computer Environment Standards

- a.** The City’s current desktop operating system is Windows
- b.** The City’s current web browser is Google Chrome.
- c.** The City’s current office productivity software is Microsoft Office.
- d.** The City’s current relational database management software standard is Microsoft SQL Server.

- e. The City's current reporting tool is Crystal Reports, however, for this project SQL Server Report Services (SSRS) may also be used.
- f. The City's virtual environment standard is VMware (a virtual server environment is preferred).

5. **Network Connections**

The City of Buffalo Department of Management Information Technology ("MIS") provides both desktop and backend support for the BTVA. The main location of the BTVA office is connected via a fiber connection to the datacenter that houses the supporting server hardware.

6. **Background of BTVA's, Parking, and AA's Computerized Systems**

BTVA currently uses Service Education, Inc. (SEI) for its moving violation case management system. The Parking Department and Administrative Adjudication Bureau utilize an in-house software program that no longer meets the needs of the Departments.

(B) Project Objectives

1. **Overview**

The City requests qualified vendors and firms with proven experience in implementing Case Management Systems ("CMS"), to submit proposals for a new CMS. The envisioned solution shall be a state-of-the-art, commercial-off-the shelf ("COTS") type CMS which is currently implemented within a Justice Court or other Municipal Traffic Court type operational environment. The product should be capable of handling traffic, parking, and municipal code violations.

The City may also consider a Commercial COTS product which may be modified by the Offeror to meet the requirements of the City or creative hardware/software model.

The City is interested in a locally hosted solution. The envisioned COTS CMS shall be capable of handling multiple users and processing at least 100,000 citations/cases per year but capable of handling over 300,000 citations/cases per year. The envisioned CMS should also be user-friendly and aesthetically pleasing.

2. Minimum Functionality Requirements

- a. Financial/Accounting – The selected CMS shall provide a full general ledger of accounts; fines/fees assessment calculation; funds reconciliation; funds allocation and distribution; and daily and periodic reporting.
- b. Citation Processing - The selected CMS shall receive and process, through final disposition, all traffic citations, parking violations and municipal code violations filed with the Court.
- c. Court Calendaring – The selected CMS shall establish and maintain Court Calendars and maintain officer availability for trials.
- d. Arraignment Management - The selected CMS shall support, document, and record all relevant proceedings, actions, and activities related to each scheduled case within an arraignment Court session.
- e. Trial Management - The selected CMS shall support, document, and record all relevant proceedings, actions, and activities related to each scheduled case within a trial Court session.
- f. Scheduling/Reset of Cases - The selected CMS shall be capable of the scheduling of initial Court dates by officers and resetting dates by Court personnel due to authorized legal reasons.
- g. Electronic Filing (e-Filing) – The selected CMS shall be capable of accepting, temporarily storing, and adding (upon Court approval) electronic documents to the document management system (i.e. attorney or pro se filers filing of motions and documentation).
- h. Public Information Management - The selected CMS shall track information and services provided via the clerk's/cashier's window, and internet, to include public web portal, web payments, etc.
- i. Document Management – The selected CMS shall be capable of document creation, imaging, indexing, filing, retrieval, storage and retention of Court documents.
- j. System Triggers and Flags – The selected CMS shall be capable of creating system triggers and flags to highlight required Court action on a specific case or identification of an improper status or action related to a specific case.

k. Post Judgment Enforcement Capabilities – The selected CMS shall be able to create and manage enforcement and collection actions such as: filing judgments, etc.

l. Performance Measures and Status Reporting – The selected CMS shall be able to provide quality control and performance metrics to support management of Court activities and compliance with all regulatory and statutory requirements.

3. Minimum Technical Requirements

- a. The selected CMS must be capable of supporting up to 100 simultaneous users on the system during normal business hours (Monday – Friday 7:00 a.m. to 5:00 pm) without any degradation to system performance.
- b. The City prefers a CMS that is browser-based and built on n-tier architecture.
- c. The City prefers a locally hosted application with data that is stored on premises in a centralized database on the City's network.
- d. The City prefers a CMS that allows staff to generate ad-hoc reports that require minimum technical support.
- e. The selected CMS should have:
 - Responsive Screen Technology – provides the capability to adjust the screen accordingly to the device you are utilizing including desktops, tablets, and phones
 - Graphical user dashboards and queues that display and provide quick access to assigned work/tasks in real time.
 - Flexible calendaring capabilities that allow virtually any person to maintain their calendars which can be layered for viewing multiple schedules at once
 - Security in which administrators control user access through role-based authority levels for case creation and management privileges.
 - The ability to operate in Windows and Apple/Mac desktops utilizing the same solution.
- f. The selected CMS application server should provide a Simple Object Access Protocol ("SOAP") web service that exposes:

- A method to query the City's database by citation, case number, last name and place of violation. The method should return a SOAP response containing pertinent ticket information.
 - A method to receive pertinent payment information from payment company. Once a payment has been made, the returned information (from payment company) would include (but not be limited to) "Name on Card", "Payment Amount", "Date/Time of Payment", "Citation Number", "Case Number", and "Judge".
 - CMS application must be able to integrate with the Ingenico iPP320 EMV-capable credit card swiper. The swiper will be encrypted with a pre-loaded security key. Once card information is captured, the application must submit encrypted data to payment company gateway (SSL encrypted web services) for processing.
 - CMS application must provide means to accept payments by credit card via manual entry (keyboard). Once card information is captured, the application must submit data to payment company gateway (SSL-encrypted web services) for processing.
 - Appropriate firewall policies must be in place on the court's network to allow for this exchange of data. 256-bit encryption must be implemented using an SSL certificate from a trusted provider (Verisign, GoDaddy, Comodo, etc.).
- g. The selected CMS must have the capability of a paperless audit trail, including change and event log reporting.
- h. The selected CMS must be able to fully integrate with systems provided by different vendors, including, but not limited to Parking Enforcement, speed cameras, bus arm cameras and third party online payment provider systems.
- i. The selected CMS shall allow the City the flexibility to improve its current business practices resulting in significant efficiency gains and cost reductions through technology, workflow and integration enhancements. Additionally, the selected CMS solution shall allow flexibility to adapt to changing statutory or regulatory requirements.

(C) Proposal Requirements

a. Understanding of the Project

The Proposal must include a statement of work that describes the Offeror's understanding of the Project. The Offeror is expected to discuss its

understanding of the proposed “Scope of Work”, which must address the following:

- The complexity, challenges and problems involved in performing the work.
- Approach and philosophy for dealing with problems.
- Experience dealing with key issues.
- A comprehensive and detailed description of the process by which it will perform the services described in this RFP. Offerors are free to make recommendations of how their software and any additional features may be beneficial to the City meeting or exceeding its goals.
- A summary as to why you think your company and product should be selected for this project.
- Any additional issues or matters relating to the “Scope of Work” which the Offeror wishes to address.

b. Key Personnel and Staffing

Key personnel identified in the Proposal will be expected to remain assigned to the project for the term of the contract. The City also expects that the duties will be performed by a sufficient local staff and that this staff will respond to the Program Manager in a timely manner. Requests for a change in key personnel assignments during the term of the contract must be approved in advance, in writing, by the City. The Proposal should also include a discussion that outlines staffing levels/man-hour requirements that should be expected on the City level to support the implementation and day-to-day operation of the project. This information will be a recommendation only for discussion purposes. The Offeror should describe other potential duties that may be placed on the City.

c. Subcontractors

Services that are to be subcontracted must be clearly defined in the Proposal. The Offeror retains responsibility for all acts and omissions of the subcontractor. The Offeror must obtain the prior approval from the City for all subcontracts.

The City may require that subcontracted activities be provided under the terms of a three-party contract between the Contractor, the City and the subcontractor.

d. Executive Summary

Offerors must include in their Proposal an executive summary consisting of one (1) to three (3) pages highlighting the major aspects of their proposal.

e. Implementation Plan

All responses must include the anticipated cost and the anticipated timeline for completion. Each Offeror must provide an estimate of what resources or equipment the City will have to supply to successfully implement their proposed software. This estimate must, at a minimum, identify the reason, type, and applied manpower hours that the Offeror expects the City to provide.

Offerors must provide a detailed implementation plan that includes:

- The project management methodology that will be used to implement the project.
- Services to be performed and time estimates for each service.
- Major milestones and status meetings for each phase.
- A project timeline for implementation.
- A delineation of responsibilities for each task for City personnel and the Offeror's personnel.

f. Training Services

- Offerors must describe the training that will be provided to City users and advanced users/system administrators of the proposed solution.
- Offerors must confirm that training will be conducted on-site at City designated facilities.

g. Technical Support Services

- Offerors must describe the technical support services that will be provided with the overall solution.
- Offerors must confirm that it will provide one (1) year of technical support with software updates to start on the date that the solution is first used in a production environment (Go-Live).

- Offerors must provide recommendations for the number and skill set of City staff needed to support the implementation and maintenance of the proposed solution.

h. Maintenance Services

Offerors must describe the maintenance and support services that will be provided with the proposed solution. Describe the ease in which your product may be upgraded, with minimal interruption to City services. In addition, please provide the availability (days, hours, etc.) of your company in the event any repairs or technical assistance is required.

i. Software Description

Describe in detail how your company proposes to meet or exceed the City's minimum functionality features.

j. Fee Structure

Rates shall remain constant for the entire term of the proposed contract and shall be inclusive of all costs necessary for the reasonable performance of the software and hardware, including but not limited to, software upgrades, maintenance, service requests.

Brand names used in this RFP are for descriptive purposes only. All proposals and brand names that meet the needs of the City will be considered.

Each Offeror shall provide a detailed list of all costs related to the CMS for which the City would be responsible for. The price quoted shall include delivery and installation of the software and any equipment. Any optional feature recommended by the Offeror must be separately referenced and include any and all costs attributed to such features. Proposals should identify startup costs and indicate anticipated items for purchase.

Each proposal shall contain the following information:

- a) Description of the Offeror's pricing model;
- b) If more than one product/option is available to meet the needs of the City, Offeror must demonstrate the most beneficial pricing strategy for the City;
- c) Detail whether Offeror provides enterprise pricing;
- d) A software cost summary;
- e) A hardware cost summary;

- f) A cost summary in relation to implementation and other services;
- g) A training cost summary;
- h) Warranty of your product and specify all items, services, costs, etc., that are included within the warranty (parts, labor, shopping costs, etc.);
- i) State whether you are willing to provide the City with an hourly labor rate for any repairs or technical assistance needed after the expiration of the warranty period;
- j) Describe the expected return on investment realized for implementing your software and any related equipment;

k. Alternate Proposals

Offerors may submit alternative technical services proposals, if there is more than one viable approach to performing the services.

SECTION 4 --EVALUATION AND SELECTION PROCESS

4.1 Evaluating Proposals

The evaluation criteria that the City will utilize will be based upon the Offeror demonstrating their proven experience, costs, and any other factors deemed to be in the best interest of the City

Representatives of the City's Parking Violations Bureau, BTVA, and the Bureau of Administrative Adjudications shall oversee this project, produce and release this RFP and evaluate all proposals. The City reserves the right, at the time of the evaluation of any proposals, to request any additional information that it deems necessary in order to make a decision on any proposal.

4.2 Basis of Selection

The process for selecting a winning proposal for this RFP will be an open and fair solicitation process. While total costs will be considered in the award of this RFP, it is not the only factor to be considered. The professional services sought herein are not subject to NYS competitive bidding requirements. Therefore, the lowest cost of any proposal may not necessarily be accepted. The City intends to award a contract to the Offeror(s) whose proposal it deems to be in the best interests of the taxpayers. The City is under no obligation to award any contract, in whole or in part, and it reserves the right in its sole discretion to cancel this RFP at any time before or after the deadline for receipt of the proposals, without providing reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it

The City's evaluation process will be structured to secure highly skilled, diligent, responsive and experienced Offeror(s) who will be effective in providing the highest quality of services that the City requires. The primary objective of the evaluation process is to select an individual(s), partnership(s) and/or firm(s) that:

- Clearly demonstrate a thorough understanding of the scope of the engagement and the specific responsibilities entailed;
- Possess adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise quickly, diligently and effectively;
- Assign highly skilled, experienced, diligent, responsive, and professional personnel to perform the required duties;
- Have proven experience working with user groups;
- Can adhere to the proposed project budget;
- Can adhere to the project schedule;
- Can coordinate with the project management team and City staff;
- Have knowledge of local approvals needed and processes

All proposals will be evaluated upon, but not necessarily limited to, the following criteria:

Weight Factors

- 30%** Experience and qualifications in providing court case management systems services to municipal or Government-entities over the last 10 years; location of business operations; if partnering with another firm or consultant, whether the team members have worked together on previous projects; specific team members assigned to the project along with their professional background, experience and qualifications, demonstrated ability to fulfill the requirements of the RFP;
- 10%** Total Municipalities the Consultant provided court case management services in the last 5 years, particularly to cities of similar size as the City of Buffalo;
- 15%** Consultants prior proven ability to assist Municipalities administrative staff and facilities in answering questions related to scope, schedule, logistics associated with parking, and moving operations procedures. This will be demonstrated through a presentation by the Offeror which will include a question and answer session;
- 20%** The review of proposals will also include an analysis of each Offeror's minority and women workforce development, policies and community involvement. Each Offeror must provide demonstrative evidence of how it meets these factors as more fully described in Section 6- Company Profile. The weight given to each factor is as follows:
- 15% Minority workforce development, community involvement and policies.
- 5% Women workforce development, community involvement and policies

- 25%** The proposed fee, including all expenses, hourly staff rates, payment terms, contract terms and conditions, and options.

TOTAL = 100%

Based on the RFP responses, the City may interview as many firms as it deems necessary to determine which firm can provide the most effective services as an experienced CMS provider.

4.3 City's Reservations of Rights

Upon submission of a proposal in response to this RFP, each Offeror acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

1. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this RFP from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP shall constitute public records subject to disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this RFP that are not received by the Parking Department by 11:00 am on June 17, 2021 will be rejected.

9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.
10. The City reserves the right to reject such proposals from any person or corporation that is in arrears or default with the City upon any debt and/or contract.

The City reserves that it may, in its sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the City:

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this RFP;
2. To request clarification and/or further information from one or more Offerors after closing without becoming obligated to offer the same opportunity to all Offerors;
3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
4. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this RFP or the Offeror's proposal based on the component prices submitted;
5. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this RFP to an Offeror(s);
7. To waive any technical non-conformance with the terms of this RFP;
8. To change or alter the schedule for any events called for in this RFP;

9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this RFP at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;
11. The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.
12. Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered as an opportunity for Offerors to correct errors in their proposal.

SECTION 5 -- CONTRACT AWARD

The successful Offeror(s) will be awarded a three (3) year non-exclusive contract, with the option to renew upon mutual agreement by the parties for up to three (3) additional one-year terms. The City reserves the right to contract any services awarded under this RFP to other firms at its sole discretion whenever it deems necessary.

The contract with the successful Offeror(s) (if any) shall include the terms of this RFP and together with those terms of the Offeror's proposal, which are not inconsistent with the RFP, and which have been specifically accepted by the City of Buffalo. Consideration for renewing the contract will be determined by the Parking Violations Bureau, BTVA, and the Bureau of Administrative Adjudications following their analysis of the Offeror's performance.

The rates contained in any contract entered into as a result of this RFP must be held firm. If the need for additional services arises, a written quote must be submitted for each department.

SECTION 6 --INDEMNIFICATION/HOLD HARMLESS

For any contract arising from this solicitation, the successful Offeror(s) shall defend, indemnify and save harmless the City and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. This provision shall include, but not be limited to, all losses, costs, and damages, which the City may suffer as a result of any negligent supervision of services or by reason of injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the

Offeror its or their employees, agents, or subcontractors, or the joint negligence, active or passive, of the Contractor and others, in the performance under the contract.

In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 7 --INSURANCE REQUIREMENTS

The City of Buffalo requires insurance coverage as listed below for this service. Note: The term "Offeror" shall also include the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo or City" shall include its respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided. Coverage shall be primary and non-contributory.

Minimum Scope and Limits of Insurance

7.1 Workers' Compensation Insurance and Disability Insurance:

With respect to all operations the Offeror performs the Offeror shall carry Workers' Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers' Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

7.2 Commercial General Liability Insurance:

With respect to all operations the Offeror performs the Offeror shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as additional insured and certificate holder.

7.3 *Commercial Automobile Liability Insurance:*

With respect to any owned, non-owned, or hired vehicles the Offeror shall carry Automobile Liability insurance providing not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo additional insured and certificate holder.

7.4 *Professional Liability Insurance:*

With respect to any damage caused by an error, omission or any negligent acts of the Offeror performed under this contract the Offeror shall carry Professional Liability insurance providing not less than two million dollars of coverage per claim for any wrongful act. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

7.5 *Network Security/Cyber Liability Insurance:*

With respect to all operations the Offeror performs the Offeror shall provide evidence of Network Security and Privacy coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the City of Buffalo as certificate holder.

7.6 *"Tail" Coverage:*

If any of the required liability insurance is on a "claims made" basis "tail" coverage will be required at the completion of this contract for the duration of 24 months, or the maximum time period reasonably available in the marketplace. Offeror shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous "claims made" coverage is used, Offeror shall be required to keep the coverage in effect for the duration of not less than 24 months from the end of the Contract.

7.7 *Acceptability of Insurers:*

All of Offeror's insurance policies shall be written by insurance companies licensed in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the City's Comptroller in his sole discretion.

7.8 *Subcontractors:*

The Offeror shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to the Corporation Counsel's office as required herein and must be acceptable to the Corporation Counsel in his sole discretion.

7.9 *Aggregate Limits:*

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Offeror agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for solely by the Offeror. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Offeror to pay and/or to indemnify.

7.10 *Notice of Cancellation or Nonrenewal:*

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

7.11 *Waiver of Governmental Immunity:*

Unless requested otherwise by the City, the Offeror and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

7.12 *Certificates of Insurance:*

As evidence of the insurance coverage required for any contract arising out of this Request for Proposals, the Offeror shall furnish certificate(s) of insurance to the Executive Department prior to the award of the contract and prior to the Offeror's commencement of work under the contract. The certificate(s) will specify all parties who are endorsed on the policy as additional insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

Davis Hough
Parking Department
65 Niagara Square
Room 111 City Hall
Buffalo, New York 14202

SECTION 8 --GENERAL CONTRACT TERMS/REQUIREMENTS

8.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

8.2 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to the Request for Proposals are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Offerors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

8.3 General Compliance

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

8.4 Executive Order 16-04

The City encourages the selection of individuals, firms and businesses that are active in the recruitment, training and retention of women, blacks, Hispanics and all other minority groups. The

inclusion of specific selection criteria for those individuals, firms and businesses desiring to provide professional services to the City, that also considers the firm's recruitment, training and retention of women, blacks, Hispanics and all other minority groups, supports and encourages these practices.

Pursuant to Executive Order 16-04, issued in accordance with the laws of the State of New York and Article 2, Sections 2-3 and Article 4, Section 4-1 of the Charter of the City of Buffalo, all City departments are required to incorporate into their Requests for Proposals (RFPs) or Requests for Qualifications (RFQs) for professional services, including but not limited to, legal, architectural, accounting and engineering services, the following:

1. A minimum of fifteen percent (15%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's minority workforce development, community involvement and Offeror policies;
2. A minimum of five percent (5%) of the total score of the professional services response to a RFP or RFQ issued by the City of Buffalo is to be based on the Offeror's women workforce development, community involvement and Offeror policies.

8.5 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Offeror shall be subject to the approval and acceptance by the City. The City shall review each portion of the work when certified as complete and submitted by the Offeror and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

8.6 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub-vendors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

8.7 Accounting Standards

The successful Offeror(s) agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the contract.

8.8 *Retention of Records*

The successful Offeror(s) shall retain all records pertinent to expenditures incurred under the contract for a period of three years after the resolution of all audit findings.

8.9 *Inspection of Records*

All records with respect to any matters covered by the contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

8.10 *Living Wage Policy& Minority/Women Business Enterprise Goal*

The Buffalo Living Wage ordinance applies to City contracts for services, in excess of \$50,000 annually, where the contractor providing the service employs more than ten (10) people and where the City is obligated to expend funds or is entitled to receive funds from a contractor in connection with a contract or subcontract for services. Professional contracts such as legal, architectural or engineering services are excluded from the requirements of the Living Wage Ordinance. Notwithstanding the foregoing, the attached “City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo” must be completed and accompany each proposal. Proposals failing to include the completed forms will be rejected from consideration.

In addition, each Offeror must submit an executed Form 2A statement together with its proposal indicating that the Offeror will work towards the City’s business utilization goal for minority business enterprise of 25% and women business enterprise of 5%. Offerors must submit with their proposals a statement identifying the percentage of minorities and the percentage of women currently employed with the firm.

8.11 *Applicable Law*

The laws of the State of New York shall govern all interpretations of any contract arising from this solicitation. Prior to the commencement of any proceeding against the City, the Offeror shall provide the City with written notice stating the general nature of each claim, dispute, or other matter within twenty (20) days of the event giving rise to the claim. The appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Further, all proceedings relating to any disputes, including but not limited to, arbitrations, motions, mediations, depositions, meetings, and trials shall be held in Buffalo, New York. Each party agrees that all claims and matters shall be heard and determined in any such court(s) and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds.

8.12 Conflict and Priority

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful Offeror's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) Offeror's Proposal.

8.13 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, equipment or other materials resulting from any contract arising from this Request for Proposals shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

8.14 Termination

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Offeror.

If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

8.15 Prime Contractor Responsibility

All sub-contractors will be subject to prior approval by the City. Prior to contract execution, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all sub-contractors. Notwithstanding any such approval by the City, the successful Offeror(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the Request for Proposals and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or prior approval of any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any Offeror who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

8.16. Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Offeror to this Request for Proposals or further Offerors to any Request for Proposals that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this Request for Proposals shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

8.17 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this Request for Proposals and/or the services or products sought by this Request for Proposals and/or any contract awarded pursuant to this Request for Proposals shall require the prior written approval of the City.

8.18 Offerors Restricted

No proposal shall be accepted from or contract awarded to any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Offeror may be the prime contractor or prime Offeror for more than one proposal submitted pursuant to this Request for Proposals. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime contractors or prime Offerors. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this Request for Proposals is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

8.19 New York State Executory Clause

Any contract(s) arising from this Request for Proposals shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the City beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

8.20 General Municipal Law §109: Assignment of Contracts

In accordance with General Municipal Law §109 Offeror is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any contract arising from this solicitation, or of any right, title, or interests herein, or the power to execute such contract, to any other person or corporation without the previous consent in writing of the City.

If any Offeror, to whom any contract is let, granted or awarded, as required by law, shall without the previous written consent of the City, assign, transfer, convey, sublet or otherwise

dispose of the contract, or any right, title or interest therein, or the power to execute such contract, to any other person or corporation, the City shall have the unilateral right to revoke and annul such contract, and the City shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub-lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State of New York.

8.21 Copyright and Patent Rights

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being offered in their proposal as of the date of proposal submission. Offeror(s) shall indemnify and defend the City of Buffalo in any claim or action brought against the City of Buffalo based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

8.22 Freedom of Information Law

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. **THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.**

8.23 Inquiries

Pursuant to Article IX of New York State Finance Law §139-j, no Offeror shall engage in any impermissible contact with the governmental entity during the "restricted period" for this Request for Proposals. Contact shall include any oral, written or electronic communication with the governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement. The "restricted period" shall mean the period of time commencing

with the earliest written notice, advertisement or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offeror intending to result in a procurement contract with the governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the State Comptroller. Except as otherwise permitted under State Finance Law §139-j(3), any contact with the governmental entity, other than to discuss current business with the City of Buffalo, or during the question and answer period (via e-mail ONLY) with the person(s) identified below, may result in a Offeror's immediate disqualification.

All inquiries during the question and answer period only should be directed via e-mail only to: **Davis Hough at dhough@city-buffalo.com by no later than May 21, 2021 4:00 pm. The subject line must identify the Request for Proposals by title.**

8.24 *Conflicts of Interest*

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every contract entered into with the City. Therefore, each Offeror must disclose any perceived, potential or actual conflicts of interests and/or relationships and/or connections. Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

- a. Professional or Political associations
- b. Political donations
- c. Blood or Marriage
- d. Friendships
- e. City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants
- f. Union Affiliations/Memberships
- g. Board Member

Each Offeror further agrees that no member of the governing body, officer, employee or agent of the City shall have any pecuniary interest or otherwise, direct or indirect, in the any contract arising from this solicitation.

8.25 *Statement of Compliance and Conflict of Interest*

Your signature below denotes that your organization, company or corporation and /or the officers, directors, employees or agents thereof have reviewed and agreed to comply with State Finance Law §139-k. No past or present lobbyist, employee, officer or board member of your organization, company or corporation may contact any past or present City of Buffalo employee, union leader, elected official (City or otherwise) in an attempt to influence the award of this RFP.

Additionally, any potential or identified conflicts of interest shall be disclosed. As conflicts are discovered, they must be disclosed in writing, to the designated contact person identified in the RFP, during the entire RFP, award, contract negotiation, ratification and execution process and even after contract award.

Conflict or Potential Conflict:

Signature: _____

Company: _____

Title: _____

Date: _____

8.26 Non-Collusion Certification

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation. An executed copy of the attached non-collusion certificate, must accompany the proposal.

No proposal shall be considered for an award nor will any award be made to an Offeror where the proposal does not include the statement as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. In such event, the proposal shall not be considered for award nor shall any award be made unless the City determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that an Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

NON-COLLUSION CERTIFICATION

PROJECT NAME: _____

PROPOSALS/BIDS DUE DATE: _____

_____, being duly sworn, deposes and affirms that:
(Name)

I am the, _____, with the _____
(Title) (Company Name)

located at _____ am familiar with the enclosed proposal
(Company Address)

or bid submitted herein to the City of Buffalo, a municipal corporation with offices located at 65 Niagara Square, Buffalo, New York; and where pursuant to New York State General Municipal Law §103-d, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury, I hereby affirm that the statements contained herein are true:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) (Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: _____

Name: _____

Title: _____



City of Buffalo *Living Wage Commission*

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to a Request for Proposals, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City's Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2021, the hourly rates are \$12.55 if the worker receives health benefits from the employer and \$14.10 if the employee does not. There will be an automatic cost-of-living adjustment each January 1.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt from the Ordinance.

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 237 Main St., Suite 1200, Buffalo, NY, 14203.

1. Company Information

Company Name:	
Executive Officer:	
Address:	
City, State, Zip:	
Phone No.:	
Total Employees:	

2. Please describe the specific project or service for which the contract is sought:

3. Contract Information

Dollar Value of Proposal/Contract:	
Identifying City Contract or Project Number:	
Start and End Dates of Contract:	

4. If you answer "Yes" to any of these, you need not complete parts 5, 6, and 7

A) Are all persons who will work under the contract construction workers covered by federal or state prevailing wage laws?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B) Is this a contract for professional services such as legal, architectural, or engineering?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C) Do you employ less than ten people?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D) Is the total value of the contract less than \$50,000 per year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Please describe the employees who will work on this contract. Attach additional sheets as needed.

Job Title	Duties to be Performed	Hourly Wage	Receives Health Benefits?

6. Subcontractors

Will there be subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed.		

7. Please provide a signature by an official of your company with the legal authority to make binding commitments.

I certify that if awarded a City contract I will fully comply with the Living Wage Ordinance.

Date: _____ Signature: _____

Print: _____

Title: _____

FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT

The _____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Offeror)

Date _____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

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